

COUNTY OF YORK, VIRGINIA  
INVITATION FOR BIDS (IFB)

Issue Date: May 3, 2004

IFB No.: 1385

Title: Relocate Four Mobile Classroom Trailers

Classification Code: 07072/96257

Issuing Agency:

County of York, Virginia

Central Purchasing

120 Alexander Hamilton Blvd.

Yorktown, Virginia 23690

Using Agency And/Or Location  
Where Work Will Be Performed:

County School Board of York County, Virginia

School Maintenance

505 Cook Road

Yorktown, Virginia 23692

Sealed Bids Will Be Received Until 3:00 P. M. on Monday, May 24, 2004 At Which Time They Shall Be Opened In Public And Read Aloud.

Note: Bidders shall attend a mandatory Pre-Bid Conference on Tuesday, May 11, 2004 to begin at 10:00 a.m. at Bethel Manor Elementary School (see Section 3.0).

All Inquiries For Information Should Be Directed To: Cathy Hodock, CPPB, VCO, Buyer II,  
Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Under-  
signed Offers And Agrees to Furnish The Materials Described At the Prices Indicated In Section 20.0.

Name and Address of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Signature in Ink

Print/Type Name: \_\_\_\_\_

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

Title: \_\_\_\_\_

Facsimile No.: ( \_\_\_\_\_ ) \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**1.0 PURPOSE:**

It is the express intent of this formal Invitation For Bids (IFB) to secure a qualified Contractor, hereinafter the “Contractor”, to relocate four (4) mobile classroom trailers from one (1) school to three (3) different schools, hereinafter “the project”, as specified herein for the County School Board of York County, Virginia, hereinafter the “Owner”, at the prices offered on the Price Schedule (Section 20.0).

**2.0 SCOPE OF WORK:**

2.1 Contractor shall furnish all equipment, material, tools, trucks, labor, supervision, insurance, warranties, services and all other items as necessary to relocate four (4) 24' x 60' mobile classroom trailers from Bethel Manor Elementary School, 1797 First Street, Langley Air Force Base (LAFB), Virginia 23665 to three schools, as follows: two (2) trailers to Yorktown Elementary School, 131 Seige Lane, Yorktown, VA 23692, one (1) trailer to Tabb Elementary School, 3711 Big Bethel Road, Yorktown, VA 23693, and one (1) trailer to Waller Mill Elementary School, 314 Waller Mill Road, Williamsburg, VA 23185, hereinafter the “project”.

2.2 Contractor shall complete the project in two (2) phases, as follows:

**2.2.1 Phase 1**

Remove the two (2) trailers that are sitting perpendicular to the school from asphalt – Contractor shall:

1. Remove and properly dispose of skirting.
2. Separate sections of the trailers.
3. Prepare undercarriages for safe transport.
4. Relocate trailers to Yorktown Elementary School.
5. Reconstruct trailers, block, level, and secure the same in locations to be determined by Owner.
6. Install new vinyl skirting after Owner makes water, sewer, and electrical connections and the final building inspection has been made and passed by local Code and Compliance inspectors.
7. Provide and construct metal (aluminum or steel) ADA approved ramps and stairs. Stairs shall have vertical pickets approved for kindergarten and 1<sup>st</sup> grade students. Stairs and ramps shall comply with the Virginia Uniform Statewide Building Code (“VUSBC”) and Americans with Disabilities Act (ADA) requirements.

2.2.2 After the first two (2) trailers are removed from the site, a demolition company to be retained by Owner shall remove existing walkways. The time for the walkways demolition will be five (5) working days and shall begin immediately following completion of Phase 1.

**2.2.3 Phase 2**

Remove two (2) trailers that are sitting parallel to the school from asphalt – Contractor shall:

1. Remove and properly dispose of skirting.
2. Separate sections of the trailers.

3. Prepare undercarriages for safe transport.
  4. Relocate one (1) trailer to Tabb Elementary School and one trailer to Waller Mill Elementary School.
  5. Reconstruct trailers, block, level, and secure the same in locations to be determined by Owner.
  6. Install new vinyl skirting after Owner makes water, sewer, and electrical connections and the final building inspections have been made and passed by local Code and Compliance inspectors.
  7. Provide and construct metal (aluminum or steel) ramps and stairs. Stairs shall have vertical pickets approved for kindergarten and 1<sup>st</sup> grade students. Stairs and ramps shall comply with the Virginia Uniform Statewide Building Code ("VUSBC") and Americans with Disabilities Act (ADA) requirements.
- 2.3 Owner shall alert the security personnel at LAFB and shall provide specific transportation details to the Contractor.
- 2.4 Owner shall disconnect water, sewer, and electrical service (to include security, fire and communications) prior to Contractor beginning work.
- 2.5 Owner shall provide building permits for relocation at the specified school locations.
- 2.6 All utility connections will be made by the Owner. Electrical supply, meter base and connections, as well as fire and security alarms will be the Owner's responsibility.
- 2.7 Accessories: Axles, wheels, and trailer tongues shall be removed by the Contractor and shall be stored under the trailers.
- 2.8 Contractor shall anchor trailers using steel hurricane straps supplied by Contractor, in accordance with County of York, Virginia codes and requirements.
- 2.9 The trailers shall be in place, set-up, ready for occupancy, and all work including (issuance of a Certificate of Occupancy) shall be completed on or before August 10, 2004.
- 3.0 PRE-BID CONFERENCE (MANDATORY):  
All bidders shall attend a mandatory pre-bid conference to begin at 10:00 a.m. on Tuesday, May 11, 2004 at Bethel Manor Elementary School, Principals Office, 1797 First Street, LAFB, Virginia 23665. The conference will then proceed to the other schools, if necessary. Picture identification is required.
- 4.0 GENERAL TERMS AND CONDITIONS
- 4.1 MANDATORY USE OF FORM:  
All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or

delivery terms, bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

4.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the Central Purchasing office after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

4.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the Terms and Conditions of the Invitation For Bids and any other schedules contained herein, the latter shall take precedence.

4.4 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Central Purchasing office.

4.5 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

4.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery/completion, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

4.7 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

4.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, all bidders certify that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, Contractor or subcontractor in connection with its bid, and that it has not conferred on any

public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

4.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

4.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

4.11 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

5.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:

- 5.1 Award will be made to the lowest responsible and responsive bidder. The quality of the products and services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery/completion terms will be taken into consideration in making the award.
- 5.2 Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery/completion is accepted by Owner or from date correct invoice is received by the consignee, whichever is the later date.
- 5.3 Acceptance of a bid by the County of York, Virginia, Central Purchasing Office, hereinafter "Central Purchasing", is not an order to proceed.
- 5.4 Each bid is received with the understanding that the acceptance in writing by the Owner of the

offer to furnish any or all of the equipment and services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the equipment and services bid on at the price(s) stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.

- 5.5 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids.
- 5.6 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- 5.7 Verify your bids before submission as they cannot be withdrawn or corrected after being opened.
- 5.8 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- 5.9 The time of proposed completion of the project must be stated in definite terms.
- 5.10 The Owner reserves the right to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- 5.11 Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 5.12 The Contractor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this bid.

## 6.0 AWARD AND EXECUTION OF CONTRACT:

### Award of Contract:

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

### Form of Contract:

An example of the proposed contract format is enclosed. Both parties shall execute this contract prior to approval by the County Attorney.

Copies of the required Payment and Performance Bonds are also attached.

### Entering Contract:

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract and by furnishing the Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the owner may allow. All documents referred to are attached hereto.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner.

### Execution of Documents:

All documents which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign; and in the case of a partnership, the signature of a partner shall bind the partnership; and in the event of a limited liability company, a member (or the manager, if any) shall sign.

### Subcontracts:

Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the Contractor to pay such subcontractor any sums owed by the Contractor to such subcontractor.



If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner, and all work by said subcontractor shall immediately cease. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

Separate Contracts:

The Owner reserves the right to let other contracts in connection with the project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Contractor from carrying out his work according to the plans and specifications, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor for any delays and extra costs caused by the separate contractor's failure of proper performance.

7.0 CHANGE ORDERS:

Additional Work

Before any work under this agreement shall qualify as additional work, the Contractor shall notify the Owner and the Owner's Engineer in writing of his intention to treat certain work, if performed, as additional work and his reasons therefore. If written notice is not given, no claim for additional work will be honored. Notice by Contractor shall not be construed as proving the validity of the claim.

Execution of Change Orders

When the Owner agrees that particular work identified by the Contractor's written notice is additional work, or when the Owner, Owner's Engineer, and Contractor otherwise conclude mutually that a change in the terms of the Agreement is necessary, the parties will execute a written Change Order specifying the scope of work and the schedule for both the work and additional payment agreed to by the parties. No oral agreement or directive regarding additional work, or a change in the terms of this Agreement by an employee of the Owner, shall be binding on the Owner.

8.0 PERMITS, LICENSES AND REGULATIONS:

The Owner shall be responsible for obtaining all necessary building permits. The Contractor shall keep himself fully informed of any County regulations and all state and federal laws which in any manner affect the work herein specified.

**9.0 SURETY:**

The Contractor shall furnish Surety Bonds (Payment Bonds and Performance Bonds), in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of two years after final acceptance of the project by the Owner. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.

**10.0 INVOICING/PAYMENTS TO THE CONTRACTOR:**

Billings to the Owner shall reference the purchase order number. Each invoice must indicate the date and amount of services performed. The Owner will make lump sum payments upon completion of each phase of the work to the Contractor on the basis of a duly certified and approved estimate of the work performed as approved by the Owner, at least ten (10) days prior to the due date of each payment.

Any extension of time approved in writing by the Owner shall be taken into consideration in determining if the project is on schedule.

After the time allowed for completion of the contract is reached, unless an extension of time is allowed in writing by the Owner, the Owner may hold partial payments until final payment is made.

No partial payment will be made for any materials or equipment before they are incorporated in the work in a permanent manner as required by the Contract Documents, excepting as specified below. The delivered cost of equipment and non-perishable materials delivered at the site of the work tested for adequacy may be included in the Contractor's application for partial payment, provided, however, that the Contractor shall furnish written evidence (Affidavit) satisfactory to the Owner that the Contractor is the unconditional Owner of such material or equipment.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the safety and protection of all materials and work upon which payments have been made or the restoration or replacement of any damaged or stolen work or property or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract Documents.

Certificate of Completion: Upon completion of work required by the Contract Documents and acceptance of same by the Owner and the filing of the above Affidavit required, the Contractor shall file a written Certificate of Completion with the Owner as to the entire amount of work performed and compensation earned by the Contractor, including approved extra work and compensation.

Final Payment: The final payment shall not become due until the Contractor shall deliver to the Owner an Affidavit of Payment of Claims that all subcontractors and suppliers of either labor or materials have been paid any sums due them for work performed or materials furnished in connection with this Contract or evidence that satisfactory arrangements have been made by the Contractor with such subcontractors and suppliers with respect to the payment of such sums as may be due them by the Contractor.

Within thirty (30) days after completion and delivery of Affidavit of Payment of Claims and invoice satisfactory to the Owner, the Owner shall pay to the Contractor the amount stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which is throughout the Contract called Final Payment.

Acceptance of Final Payment Constitutes Release: The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work excepting the Contractor's claims for interest upon Final Payment, if this payment be improperly delayed. No certificate for payment issued by the Owner and no payment, final or otherwise, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with the Contract Documents, nor shall the same relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or his surety from any obligation under the Contract or the Standard Performance and Payment Bonds. Any dispute of the final payment by the Contractor shall be resolved as a claim against the Owner and processed pursuant to Virginia Code Section 15.2-1248 and Section 22.1-122 applied to the Owner mutatis mutandis.

#### 11.0 SITE ACCESS:

For the performance of the contract, the Contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by Owner or his representative. A reasonable amount of tools, materials or equipment for project purposes may be stored in such place, but not more than is necessary to avoid delays in this project or other construction. Waste materials, if any, shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the Owner.

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the site of work, surplus and discarded materials, temporary structures and debris of every kind. Contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be properly disposed of at locations satisfactory to the Owner.

**12.0 REPLACEMENT OF DAMAGED PROPERTY:**

The Contractor shall replace at his sole expense all property damaged by him including fences, trees, plants, grass, walks, drives, and building surfaces, without limitation.

**13.0 OWNER'S ACCESS:**

The Owner's representative shall at all times have access to the work site. The Contractor shall keep the Owner advised of the progress of the project and shall provide opportunity for the Owner or his representative to inspect each phase of the project. The Contractor shall provide proper and safe facilities for such access and for inspection.

**14.0 LIQUIDATED DAMAGES CLAUSE:**

Time is of the essence in the performance of this contract. Because the consequences of the Contractor's failure to perform on time cannot be determined to a reasonable certainty beforehand, the Contractor agrees to pay to the Owner a sum of \$100.00 for each and every calendar day beyond the established contract completion day that the work as stipulated in the contract documents remains unfinished. The Contractor will be required to commence work within 10 calendar days after the Owner issues a written Notice to Proceed and shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

**15.0 CLAIMS:**

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.

**16.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.

**17.0 INSURANCE:**

The Contractor shall carry insurance in the amounts specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability  
Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.  
Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

18.0 Guarantee:

All materials and equipment, furnished by the Contractor, and all work involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed a waiver of any other available remedy for contract default, or as a waiver of any applicable statutory limitations period, nor as a waiver of any other applicable warranty period.

19.0 COMPLETION:

IF AWARDED THE CONTRACT, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK ON OR BEFORE AUGUST 10, 2004, FOLLOWING ISSUANCE OF A WRITTEN NOTICE TO PROCEED.

STATE YOUR EARLIEST FIRM COMPLETION DATE: \_\_\_\_\_  
THIS MAY BE A FACTOR IN MAKING AN AWARD.

**20.0 PRICE SCHEDULE:**

The bidder agrees to provide the equipment, products and services in accordance with the specifications and terms and conditions provided and incorporated herein at the prices as follows:

|      | <u>DESCRIPTION</u>  | <u>LUMP SUM PRICE</u> |
|------|---|-----------------------|
| 20.1 | RELOCATE TWO (2) MOBILE CLASSROOM TRAILERS FROM BETHEL MANOR ELEMENTARY SCHOOL TO YORKTOWN ELEMENTARY SCHOOL AND SET-UP AS SPECIFIED IN SECTION 2.0 ABOVE (PHASE 1)   | \$ _____              |
| 20.2 | RELOCATE ONE (1) MOBILE CLASSROOM TRAILER FROM BETHEL MANOR ELEMENTARY SCHOOL TO TABB ELEMENTARY SCHOOL AND SET-UP AS SPECIFIED IN SECTION 2.0 ABOVE (PHASE 2)        | \$ _____              |
| 20.3 | RELOCATE ONE (1) MOBILE CLASSROOM TRAILER FROM BETHEL MANOR ELEMENTARY SCHOOL TO WALLER MILL ELEMENTARY SCHOOL AND SET-UP AS SPECIFIED IN SECTION 2.0 ABOVE (PHASE 2) | \$ _____              |
| 20.4 | GRAND TOTAL (20.1 THROUGH 20.3)   | \$ _____              |

**21.0 CONTRACTOR DATA:**

All bidders must complete this section and return it with your bids, in order for Owner to complete the evaluation of the bids.

**21.1 Experience/Years in Business:**

Indicate the length of time you have been in business providing this type of commodity and service: \_\_\_\_years \_\_\_\_months.

**21.2 References:**

Indicate below a listing of at least three (3) references where you have provided this type of equipment and service recently. Include the dates equipment and services were provided and the name and address of the person we have your permission to contact.

| CLIENT | DATE | ADDRESS | PERSON TO CONTACT<br>AND PHONE NUMBER |
|--------|------|---------|---------------------------------------|
| _____  |      |         |                                       |

21.3 Warranty:

Bidders shall submit a copy of all written warranties with your bids.

21.4 Local Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

SAMPLE CONTRACT FORM  
SERVICES CONTRACT

Agreement No. \_\_\_\_\_

This AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2004, is by and between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and \_\_\_\_\_ (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete:

RELOCATE FOUR MOBILE CLASSROOM TRAILERS IN  
ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1385

all in strict accordance with the Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All materials and equipment, furnished by the Contractor, and all work involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed a waiver of any other available remedy for contract default, or as a waiver of any applicable statutory limitations period, nor as a waiver of any other applicable warranty period.

THE BID SCHEDULE OF THE SUCCESSFUL BIDDER  
SHALL BE CONFORMED AND INSERTED HEREIN  
TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS



Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the lump sum/grand total price(s) as contained in the Bid Schedule attached hereto.

The Contract Amount is \_\_\_\_\_  
(\$\_\_\_\_\_) based upon the lump sum/grand total price(s) extended as herein contained.

Payments:

The Owner will pay the lump sum contract price(s) to the Contractor with thirty (30) days following acceptance of the completion of each phase of the job by the Owner.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK SHALL BE FINALLY COMPLETED ON OR BEFORE AUGUST 10, 2004, FOLLOWING ISSUANCE OF A WRITTEN NOTICE TO PROCEED.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Liquidated Damages:

Time is of the essence in the performance of this contract. Because the consequences of Contractor's failure to perform on time cannot be determined to a reasonable certainty beforehand, the Contractor agrees to pay to the Owner a sum of \$100.00 for each and every calendar day beyond the established contract completion day that the work as stipulated in the contract documents remains unfinished.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids
2. Invitation For Bids (IFB #1385), and any exhibits, attachments or drawings thereto
3. Bid Proposal
4. Contract (this document), Agreement No. \_\_\_\_\_
5. Payment Bond
6. Performance Bond
7. Certificate of Insurance
8. Contractor's License
9. Notice of Award
10. Notice to Proceed
11. Change Orders (if any)
12. Other Documents as may be required by law or appended hereto

13. Addenda: No. \_\_\_\_\_, dated \_\_\_\_\_, No. \_\_\_\_\_, dated \_\_\_\_\_  
14. Warranty Documents

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

|       |   |
|-------|---|
| _____ | <u>COUNTY SCHOOL BOARD OF YORK COUNTY</u> |
| NAME  | OWNER                                     |
| _____ | BY _____                                  |
| TITLE | TITLE: <u>SUPERINTENDENT OF SCHOOLS</u>   |

ATTEST:

|                       |                                 |
|-----------------------|---------------------------------|
| _____                 | _____                           |
| NAME                  | CONTRACTOR                      |
| _____                 | _____                           |
| TITLE                 | BY                              |
| _____                 | _____                           |
| CONTRACTOR'S ADDRESS: | TITLE                           |
| _____                 |                                 |
| _____                 | CONTRACTOR'S FEDERAL I. D. NO.: |
| _____                 | _____                           |

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,  
AND ADDITIONAL INSURED FORM GL-20-10  
OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

CONTRACT FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_, hereinafter call the Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
County School Board of York County, Virginia

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
302 Dare Road, Yorktown, Virginia 23692

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to  
be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2004, a copy of which is hereto  
attached and made a part hereof, to:

RELOCATE FOUR MOBILE CLASSROOM TRAILERS IN  
ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1385

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors,  
and corporations furnishing material for or performing labor in the prosecution of the work provided for in  
such Contract, and any authorized extension or modification thereof, including all amounts due for  
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, tools, consumed or  
used in connection with the construction of such Work, and all insurance premiums on said Work, and for  
all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be  
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
WITNESS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
(SURETY) SECRETARY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT)

\_\_\_\_\_  
ADDRESS

NOTE: Date of Bond must as to or later than the date of the Contract. If Contractor is a Partnership, all general partners must execute Bond.

CONTRACT FORM  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_, hereinafter call the Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

County School Board of York County, Virginia

(Name of Owner)

302 Dare Road, Yorktown, Virginia 23692

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
(\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2004, a copy of which is hereto  
attached and made a part hereof, to:

RELOCATE FOUR MOBILE CLASSROOM TRAILERS IN  
ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1385

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said Contract during the original term  
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the  
Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred  
under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and  
expense which the Owner may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
WITNESS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
(SURETY) SECRETARY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT)

\_\_\_\_\_  
ADDRESS

NOTE: Date of Bond must be as to or later than the date of the Contract. If Contractor is a Partnership, all partners must execute Bond.